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Admitted in DC, MD & VA

November 2, 2022

H. Jason Gold
Chapter 7 Trustee
P.O. Box 57359
Washington, DC 20037

Re: In re Mohamed A. El Rafaei
U.S. Bankruptcy Court for the Eastern District of Virginia, Alexandria Division
Case No.: 20-12583
Chapter 7

Dear Jason:

I am writing this letter as a proposed retainer agreement in the above referenced between you as the Chapter 7 Trustee and my firm as Special Counsel to pursue any and all collection efforts, including but not limited to avoidance actions with respect to pre- and post-petition transfers. The remainder of this letter sets forth the proposed terms of this retainer. If you would like to retain my firm, please sign and date this letter at the end, and email a copy back to me.

The terms of this letter govern all work performed by my firm for you with regard to this matter, unless we agree otherwise in writing. My firm may refuse to perform any legal service that you request.

In consideration for the services rendered, you agree that my firm will be compensated in the amount of 38% of the gross recovery. "Gross recovery" shall mean the full amount of settlement proceeds and/or judgments, including any pre-judgment interest, post-judgment interest, attorneys' fees, and/or costs awarded or recovered, without reduction for liens, expenses or costs advanced or incurred.

My firm will advance expenses incurred in connection with representing and/or advising you, including, but not limited to, expert, investigator, or consultant fees, copying expenses, postage, delivery charges, medical record fees, conference call fees, filing fees, and mileage charges. My firm will be entitled to reimbursement of those expenses in full out of the settlement proceeds and/or judgments obtained prior to distribution. Creditor Hanan

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Khalil has agreed to reimburse my firm for any expenses incurred if there is no recovery or if the recovery is insufficient to pay for the expenses.

Notwithstanding the above, I understand that this employment agreement as well as the payment/reimbursement of all fees and expenses must be approved by the bankruptcy court pursuant to statute and the rules regarding fee applications of professionals.

I will continue to represent Creditor Hanan Khalil, who I am representing on a 40% contingency with reimbursement of expenses incurred. I will still be entitled to my fee owed by Creditor Hanan Khalil and reimbursement of expenses incurred with regard to the representation of her, which will be distributed in the ordinary course of this bankruptcy proceeding. Although I will continue to represent Hanan Khalil in connection with his claim in the case pursuant to 11 USC 327(c), I will take direction only from you in connection with the matters for which I represent the bankruptcy estate.

I do not perceive any conflict of interest at this time. However, if a conflict of interest arises, I will advise you about the existence of the conflict and you can consult separate independent counsel to advise you about the resolution of that conflict.

You agree to cooperate fully with me, read all documents provided to you, and promptly and accurately provide me with any requested information.

A team of legal professionals, including my partners, associates, paralegals, and administrative assistants, work with me on cases. I may use any of them to work on this case.

Because of the inherent uncertainty of legal proceedings, the varying interpretations of and changes in the law, and many other unknown factors, my firm cannot and does not warrant, predict or guarantee any specific outcome, settlement, judgment, verdict, ruling, or result, or how much your total legal fees and/or expenses will be.

Either of us may terminate my firm's representation at any time for any reason. However, any such termination of my firm's representation must be in writing. Regardless, my firm will have a right to a lien over any settlement or judgment proceeds.

We may agree to alter the terms of my firm's representation. However, any such alteration must be mutually agreed to in writing.

My firm may not keep original or hard copies of any documents, unless required by law. If you want the original or hard copy of any document, you must immediately inform my firm of as much. Otherwise, my firm may destroy the original or hard copy of the document. Following the conclusion of the representation, we will keep confidential any non-public information you have supplied to us that we retain in accordance with applicable rules of

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professional conduct. For various reasons, including the minimization of storage expenses, we reserve the right to destroy or otherwise dispose of any such document or other materials after a reasonable time and without further notice after the termination of our representation.

If the foregoing terms are acceptable, please sign below, and return an executed copy of this letter to me via email. I look forward to working with you.

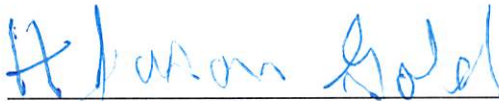
Best Regards,



Charles B. Peoples

CC: Dylan Trache, Esquire

CBP/6191743.1



H. Jason Gold
Chapter 7 Trustee

H. Jason Gold, not individually,
but solely in his capacity as the
chapter 7 Trustee in Bankruptcy